

# ReedSmith

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July 25, 2008

Judge Vincent Poppiti  
Blank Rome LLP  
1201 Market St., Suite 800  
Wilmington, DE 19801

**Re: *Honeywell Int'l Inc., et al. v. Apple Computer, Inc. et al.*,  
USDC-D. Del., C.A. 04-1388 (KAJ) (Consolidated)**

Dear Judge Poppiti:

We represent customer defendant Hartford Computer Group, Inc. ("Hartford Computer"). Hartford Computer is in a different situation from the other customer defendants. Honeywell has represented that not all of the accused Hartford Computer products contain LCDs from suppliers who have settled with and are now licensed by Honeywell. Based on this representation, Hartford Computer recognizes that it cannot assert that all of its suppliers are licensed and that it should be dismissed on that basis. Nonetheless, even though it is not seeking dismissal at this time, Hartford Computer does continue to have an interest in the resolution of the license and dismissal issues pending before the Court.

One former Hartford Computer product Honeywell accuses of infringement is DC1730. The LCD for this product was supplied by Picvue, a party Honeywell has sued in this action, but with whom Honeywell asserts it has not settled. During Hartford Computer's meet and confer discussions with Honeywell, Honeywell stated that it will not dismiss Hartford Computer from the lawsuit because Honeywell has not settled with one of its suppliers, Picvue.

The two other products that were distributed by Hartford Computer that are alleged to infringe the '371 patent are DC3640 and DC3520. The LCDs for these products was supplied by AU Optronics ("AUO"). AUO has settled and is licensed under the '371 patent, and, for the reasons stated in the submissions of the other customer defendants who address the AUO license, Hartford Computer should have no liability with respect to sales of cameras containing AUO-supplied LCDs.

Even though Hartford Computer cannot claim that all of its suppliers are licensed and that it should be dismissed on that basis, Hartford Computer would like to eliminate from the claims asserted against it those that are based on LCDs supplied from AUO. Accordingly, Hartford Computer requests that to the extent the Court sets requirements and procedures for the dismissal of claims based on licenses

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Honeywell granted to LCD suppliers, Hartford Computer be allowed to elect to avail itself of those requirements and procedures to eliminate infringement claims against Hartford Computer that are based on products with LCDs supplied by such licensed suppliers.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian D. Roche". The signature is fluid and cursive, with the first name "Brian" and last name "Roche" clearly distinguishable.

Brian D. Roche  
BDR/tg

cc: Clerk of the Court  
Counsel of Record (via ECF)